

68-03-144
486235

LEASE NO.

LEASE

This DEED OF LEASE, made this 1st day of August 2001, by and between
**McKinley Properties, L.C., "a limited liability corporation"~ ("Lessor") and COUNTY OF
LOUDOUN ("Lessee").**

WITNESSETH

For and in consideration of the terms, conditions, covenants, promises and
agreements hereinmade, Lessor hereby leases and demises unto Lessee the following
described real property (the "demised premises"):

**Approximately 25,500 rentable square feet of office space, identified as the
building located on 215 Depot Court, Leesburg, Virginia 20175, as shown on
the attached Exhibit D (titled "Concept Plan"). The demised premises includes
the number of exclusive parking spaces on site which are shown on said plan.**

1. INITIAL TERM OF LEASE:
 - (A) The demised premises are leased to Lessee for a period of **FIVE (5) years.**
 - (B) The term shall begin 240 days from the date the site plan for the construction of the
premises is approved by the County unless modified by reason of other provisions
in this document.
2. RENT: Lessee covenants to pay Lessor the sum of **FIVE HUNDRED EIGHTY-SIX
THOUSAND FIVE HUNDRED AND 100 Dollars (\$586,500.00)** as rent for the first year of
the initial term which amount shall be paid in equal installments of **FORTY-EIGHT
THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND 00/100 Dollars (\$48,875.00).** Said
payments are due and payable on first day of each month. See rent payment schedule
described in Attachment #1

Rent shall be made payable and mailed to:

McKinley Properties, L.C.

P.O. Box 3

Tappahannock, VA 22560

or to such other party and such other place as Lessor may from time to time
designate in writing as provided herein.

3. PURPOSE AND USE OF DEMISED PREMISES:

The demised premises are leased to be used and occupied by the **County of Loudoun**, and its agents and employees, for such purposes and uses as it may now or hereafter be permitted by law.

4. ACCESSIBILITY BY PERSONS WITH HANDICAPS:

(A) In addition to any other requirements or covenants in this Lease, and at all times during the Lease term and during any renewal or option terms or Lease extensions, Lessor covenants that the demised premises comply, with (1) the facilities accessibility laws, regulations and standards required by the Americans With Disabilities Act of 1990", including Titles 11 and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled ADA Accessibility Guidelines for Buildings and Facilities), as amended, and with (2) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 (Accessibility) of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above, to the fullest extent required by law, considering the Lessor's facility and the demised premises will be newly constructed; and, to the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Lessor further covenants that the demised premises, as well as parking lots, entrances, common areas, restrooms and passageways, which form a part of Lessor's facility, will be so constructed and will be so maintained as to cause the Lessee to be and remain in compliance with said ADA and all regulations promulgated thereunder applicable to handicapped accessibility, as the same are applicable to Lessee as a public entity and as the same would be applicable to Lessee if a private entity were operating a place of public accommodation (except as noted below with respect to trade fixtures).

Lessor further covenants that following the date of execution of this Lease that all construction at and alterations of the demised premises and other facility areas, including common areas and parking facilities, that shall be undertaken by Lessor, to the extent the same could otherwise affect the accessibility/usability of the demised premises by the disabled, shall be undertaken in such a manner that, to the maximum extent feasible, the path of travel to the altered areas or facilities or to the bathrooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities and that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided. Should the Lessee discover that an element of the premises, or the construction or design of the demised premises, as well as the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements of the ADA and regulations promulgated thereunder, or the VUSBC, or are not in compliance with the provisions herein set forth, including the referenced standards or guidelines pertaining to the ADA, Lessee shall promptly notify Lessor (or Lessor's Agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance. Should the Lessor fail within a period of more than thirty calendar days following such notice from the Lessee to comply or to propose in writing an alternative for compliance which the Lessee deems acceptable, or, alternatively, fail to convince the Lessee that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Lessor or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Lessee may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Lessor under the terms of this Lease or any renewal or extension thereof, or may terminate this Lease by giving three months written notice to Lessor.

(B) Without in any way limiting the foregoing requirements, Lessee has identified below certain essential design considerations and general handicapped accessibility requirements which are applicable to the demised premises and related facilities, unless marked **Not Applicable**:

1. If public or private parking is provided, the proper number of accessible parking spaces relating to the demised premises, properly designated for handicapped parking, shall be provided as close as possible to an accessible route to the primary building entrance.
2. Walks used as accessible routes to the Lessor's facility and the demised premises shall comply with applicable accessibility standards.
3. An accessible primary entrance into the Lessor's facility shall be at grade or ramped to grade in accordance with applicable accessibility standards.
4. An accessible entrance into the demised premises or facility shall comply with applicable accessibility standards.
5. At least one accessible route (walkways, common areas, corridors, and doors) to the demised premises shall comply with applicable accessibility standards.
6. If support areas within the buildings (e.g. lunchrooms, stockrooms, meeting rooms, etc.) are used by Lessee, its employees or the public, such areas shall be accessible.
7. If Lessee occupies floors other than the main floor of access to the building, at least one accessible elevator shall be provided.
8. An accessible unisex rest room shall be provided, or, in the alternative, separate male and female accessible rest rooms; and, in either case, with accessible equipment.

9. All corridors, doors and spaces in or about the demised premises and used by the public or employees of Lessee shall be accessible.

10. Where appropriate, directional signs complying with the standards shall be provided directing handicapped persons to an accessible route or entrance to the demised premises occupied by Lessee.

(C) The foregoing provisions of this paragraph, as applied to Lessor, shall not apply to trade fixtures installed by Lessee (i.e., by Lessee's own workmen or contractors) or Lessee's layout of such trade fixtures.

5. DELIVERY OF POSSESSION:

(A) If construction has not begun by December 31, **2001**, then Lessee, at Lessee's option, may terminate this Deed of Lease. Construction shall be defined to mean that any land-disturbing activity has begun pursuant to a construction contract and a properly issued local building permit.

(B) Lessor covenants to deliver quiet possession of the demised premises at the commencement of the initial term and further covenants quiet enjoyment of the demised premises during the initial term and any renewal term.

(C) Lessor covenants to deliver the demised premises to Lessee at the commencement of the initial term in good repair and condition, suitable to the purpose and use as office space and meeting rooms. Lessor warrants that all plumbing, heating, air conditioning, electrical and mechanical devices and appliances of every kind or nature located upon or serving the demised premises shall be in good repair, condition and working order as of the commencement of the initial term.

(D) Lessor covenants that the improvements to be constructed and included as the demised premises shall be free of friable asbestos.

(E) Prior to occupancy by Lessee, Lessor shall complete to the satisfaction of Lessee the interior finish of the demised premises, including installation of any equipment, fixtures and furnishings, in compliance with the specifications noted in **ATTACHMENT #1, EXHIBIT A** (the work letter), **EXHIBIT C** (data wiring and cable specifications) and **EXHIBIT D** (the concept plan).

6. MAINTENANCE:

(A) Lessor covenants to keep, repair and maintain, at Lessor's expense, the demised premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the demised premises in good repair, condition and working order, suitable to the purpose and use for which Lessee has leased same, during the initial term and any renewal terms and, if necessary, shall make such alterations, additions and/or modifications of the demised premises and all equipment, electrical and mechanical devices and appliances thereon or serving same so as to comply at all times with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to health, safety, fire and public welfare. As used herein, the word "repair" shall be deemed to mean and include replacement of broken or cracked glass.

(B) If Lessor fails to keep, repair and maintain the demised premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the demised premises in good repair, condition and working order as provided in sub- paragraph 6(A), then Lessee, at its option, may either (a) immediately terminate this lease and all obligations hereunder, or (b) proceed to make, or cause to be made, such upkeep, repair and/or maintenance, at Lessor's expense, so as to render the demised premises suitable for the purpose and use for which same are leased, in which event, Lessee may deduct the cost of same from future rent installments as they become due and/or may collect such cost from Lessor in any manner provided by law. Furthermore, Lessee shall be entitled to deduct from the rent, or any installment thereof, the per diem rental for each day that the demised premises are rendered unsuitable for use as a result of the breakdown or

malfunction of any equipment which the Lessor has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the rent shall not commence until the first day after Lessor has been given notice (which may be oral) of the breakdown or malfunction.

(C) Lessor covenants to keep and maintain the demised premises free of friable asbestos and any other adverse environmental condition, which is deemed hazardous to the health and safety of persons entering upon the demised premises. Lessor covenants to indemnify, defend and hold Lessee harmless from and against any claims of injury resulting from the presence of friable asbestos or any other adverse environmental condition, which is deemed hazardous to the health or safety of persons entering the demised premises.

7. UTILITIES:

Lessee shall provide, at Lessee's expense, all monthly service fees for electricity, gas, water, sewage, as well as refuse removal, and security monitoring. Lessor shall provide janitorial services. Lessor shall be responsible for maintenance of all exterior building and grounds, to include lawn and shrubbery care and snow removal during the Lease term and any option term, renewal terms or other extensions of the Lease. In the event that lawn and shrubbery care, snow removal and exterior building and grounds services are not provided in a reasonably satisfactory manner, other than due to causes beyond the reasonable control of Lessor, or in the event that Lessor or Lessors Agents shall commit any act which shall disrupt the provisions of any utilities to the demised premises, and as a consequence thereof the demised premises are unsuitable or unusable, including temporarily unusable, for the purpose and use for which the demised premises are leased, then Lessee, in addition to any other remedy available at law or equity, shall be entitled to deduct from the total rent, or any installment thereof, the per diem rental for each day that the demised premises are rendered unsuitable due to the failure to provide or reduction of such services or maintenance.

8. ALTERATIONS BY LESSEE:

Lessee may make such alterations, modifications, additions and/or, improvements upon or to the demised premises and may install or remove such fixtures and partitions as

Lessee may deem proper; provided, however, that any structural alterations of the roof, foundation or exterior walls shall require the prior written consent of Lessor. All materials used in such alterations, modifications, additions or improvements, and all fixtures and partitions made and/or installed by Lessee shall remain the property of Lessee and, upon termination of this lease, may, at Lessee's option, be removed.

9. DAMAGE OR DESTRUCTION OF DEMISED PREMISES:

(A) If the demised premises are damaged by fire or other casualty so as to render same, in the opinion of Lessee, untenable for the purpose or use for which Lessee has leased same, this lease, and all obligations hereunder, shall immediately terminate upon Lessee's giving notice of that fact to Lessor by certified or registered mail, return receipt requested, as hereinafter provided.

(B) If the demised premises are damaged by fire or other casualty, but not so as to render same untenable, in the opinion of Lessee, for the purpose or use for which Lessee has leased the demised premises, upon being so notified by Lessee by certified or registered mail, return receipt requested, Lessor shall repair and restore within a reasonable time, at Lessor's expense, the demised premises to its former condition. In this event, the rent shall be adjusted on a pro rata basis for the period of such repair and restoration for that portion of the premises rendered untenable for Lessee by the fire or other casualty. As used herein, the words "repair" and "restore" shall be deemed to mean and include replacement of broken, cracked or damaged glass or windows.

(C) If Lessor fails to make or fails to complete repair and restoration of the demised premises within a reasonable time after Lessee provides notice pursuant to sub-paragraph 9(B), then Lessee, at its option, may either (a) immediately terminate this lease and all obligations hereunder, or (b) proceed to make, or cause to be made, such repair and restoration, at Lessor's expense, in which event, Lessee may deduct the cost of same from future rent installments as they become due and/or may collect such cost from Lessor in any manner provided by Law.

10. RENEWAL OF LEASE:

The Lessee shall have the option to renew this lease on an annual basis for up to five years under the same terms and conditions as the lease for the initial term. Rent shall be as set forth in Attachment #1. The exercise of said renewal option from year to year shall be automatic unless the Lessee gives notice at least six (6) months prior to the end of any renewal year that it does not intend to renew. Said notice must be written and shall be sent by personal courier or certified or registered mail, return receipt requested.

11. NOTICE:

(A) Any and all notices affecting this lease may be served by the parties hereto, or by their duly authorized agents, as effectively as if same were served by any officer authorized by law to serve such notices. The return of such party, or its duly authorized agent, showing the time, place and manner of service of such notice shall have the same force and effect in any legal proceedings based thereon as a return of service by any officer authorized by law to serve such notice.

(B) All notices required by law to be served upon, and all notices permitted by this lease to be mailed to a party to this lease shall be served upon or mailed to, as the case may be, the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices:

(1) Lessor's agent shall be
whose address is

**TIMOTHY W. MCKINLEY
P.O.BOX 3
TAPPAHANNOCK, VA 22560**

(2) Lessee's agent
whose address is

**DIRECTOR OF
GENERAL SERVICES
COUNTY OF LOUDOUN
1 HARRISON STREET, S.E.
LEESBURG, VIRGINIA 20175
With a copy to the County Attorney
(Same address)**

Each party shall immediately notify the other party, in writing, of any change of agents, and no change of agents shall be effective until such notice is given.

(C) Where under the terms of this lease a notice is required or permitted to be mailed by certified or registered mail, return receipt requested, and such notice is not mailed in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is directed.

12. BINDING UPON SUCCESSORS:

(A) This lease shall be binding upon the parties hereto and their successors in interests, including but not limited to heirs, assigns, and purchasers at lien, deed of trust, or mortgage foreclosure.

(B) If the demised premises are or become subject to the lien of a deed of trust then the noteholder under any such deed of trust encumbering the demised premises shall execute a Non-Disturbance Agreement in the form shown on **EXHIBIT B**, attached hereto.

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any deed of trust or mortgage encumbering the demised premises, attorn to the purchaser upon such foreclosure or sale and recognize such purchaser as the Lessor under this lease, provided, however, that, in consideration thereof, the person or entity to whose interest this Lease shall be subordinated shall first or simultaneously covenant with the Lessee, provided no default by Lessee has occurred and is continuing hereunder, that the Lessee shall have quiet possession during the term of this Lease and renewals thereof.

13. ENTIRE AGREEMENT:

This written Deed of Lease constitutes the entire, full and complete understanding and agreement of the parties, and all representations, conditions, statements, warranties,

covenants, promises or agreements previously made or given by either party to the other are hereby expressly merged into this written Deed of Lease and shall be null, void and without legal effect.

14. MODIFICATION:

This Deed of Lease shall not be modified, altered or amended except by written agreement executed by the parties hereto with the same formality as this agreement.

15. PARAGRAPH HEADINGS:

Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this lease nor are they intended to be used in construing same.

16. ADDITIONAL PROVISIONS:

This lease is subject to the terms, conditions, modifications, additions and/or deletions provided in the following designated attachments which are incorporated herein by reference: ATTACHMENT #1 and EXHIBITS A, B, C & D.

17. EXECUTION:

This Deed of Lease shall not be effective or binding unless and until signed by both parties.

18. This lease shall be construed according to the laws of the Commonwealth of Virginia. Any litigation initiated concerning this lease shall be filed in the Circuit Court of the County of Loudoun, Virginia.

19. Lease Obligations Subject to Appropriations- The parties hereto recognize that, due to the provisions of the Constitution and the Code of Virginia, lease agreements by the County requiring payment of rent for a period in excess of one year are subject to annual appropriation. Notwithstanding anything in this lease agreement to the contrary, all obligations for payment of monies hereunder are subject to and contingent upon annual appropriations therefore by the Board of Supervisors of Loudoun County.

Should appropriations for any year of the term not be made the Tenant shall immediately notify the Landlord. The lease shall terminate without default and the Tenant shall vacate the premises at the end of the period for which monies have been appropriated and are available.

In WITNESS WHEREOF, the parties have affixed their signatures and seals.

LESSOR:

MCKINLEY PROPERTIES, L.C.

By:


TIMOTHY W. MCKINLEY, Manager

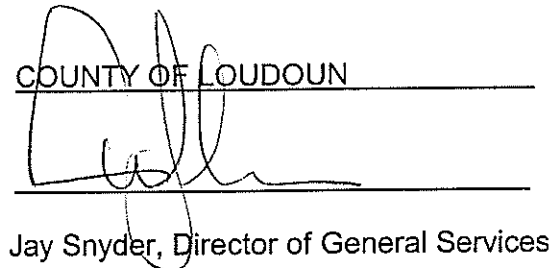
IRS TAX ID#:

54-1898635

LESSEE:

COUNTY OF LOUDOUN

By:


Jay Snyder, Director of General Services

COMMONWEALTH OF VIRGINIA
COUNTY OF ESSEX

to-wit:

The foregoing Deed of Lease was acknowledged before me by Timothy W. McKinley
on the 30th day of August 2001 in the jurisdiction aforesaid.

My commission expires: 3/31/04

Notary Public Jennifer Shoney

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN

to-wit:

The foregoing Deed of Lease was acknowledged before me by Jay Snyder
on the 1st day of August 2001 in the jurisdiction aforesaid.

My commission expires: 01-31-04

Notary Public SB Ricks

APPROVED AS TO FORM:



ASSISTANT COUNTY ATTORNEY

ATTACHMENT #1

215 Depot Court Office

Leesburg, VA

This ATTACHMENT forms a part of that certain Deed of Lease by and **McKinley Properties, L.C., "a limited liability corporation"**, the Lessor, and the **County of Loudoun**, by the Lessee, dated the ___ day **July , 2001**

Lessor and Lessee agree to the following terms, conditions, modifications, additions and/or deletions.

1. Entire area will be freshly painted by Lessor, including all walls, doors, hallways, restrooms and the waiting room upon occupancy and every three (3) years thereafter, as determineand agreed upon by both Lessor and Lessee that such work is necessary. Floors shall be covered with acceptable quality commercial-grade carpet. Commercial vinyl flooring or tile is to be used in the breakroom and restrooms; all other areas to be carpeted. Lighting fixtures shall be installed in all offices and other rooms. Acoustical ceilings shall be a minimum of eight (8) feet in height.
2. Janitorial services shall be provided three (3) times per week, including floor sweeping and mopping, dusting, cleaning of restrooms and carpet vacuuming, with spot cleaning to be performed once each year (at minimum). Trash removal shall be performed twice weekly. Restroorn supplies, including paper towels, hand soap and tissue paper shall be supplied by Lessor. Lessor to have all carpets in Lessee's area professionally cleaned/shampooed at least once each year, to be scheduled with occupancy.
3. LESSOR to provide two client (public) restrooms, one male and one female. One of these must be accessible per ADA regulations.
4. LESSOR to provide separate restrooms for male and female staff. Each restroom shall be outfitted with a toilet bowl, sink, mirror and exhaust fan. Sound batting shall be installed in the walls of both restrooms. Doors in these offices should be of a material (solid core) and installed in a manner to reduce sound and increase privacy.
5. LESSOR shall ensure that all exterior ground-level windows installed are equipped with security type sash locks or similar devices.
6. Electrical receptacles are to be spaced at a minimum of twelve (12) foot centers (or as acceptable with local code) in the walls with adjacent conduits for voice and data lines wired to specifications outlined in Exhibit A.

7. Thermostats used to control heating and air conditioning system shall have locks installed on units to allow management and staff control over temperature settings.
8. LESSOR shall be responsible for and provide all exterior signage.
9. All storage areas shall contain built-in shelving.
10. LESSOR to provide and install fire and smoke alarms throughout the office. All alarms are to be tested semi-annually by the LESSOR.
11. LESSOR shall complete all telephone and data wiring work in accordance with specifications provided by Lessee (see Exhibit C).
12. Floor plans are to be developed with input from both Lessor and Lessee, with the focus on meeting the needs and requirement as specified by the Lessee.
13. LESSOR to provide all maintenance of any grounds, parking lots, and sidewalks associated with the lease to include, but not limited to grass cutting, weeding and planting of any flower beds, including snow and ice removal within 24 hours following snow or ice fall.
14. LESSOR will coordinate with Lessee a schedule that will keep to a minimum disruption of Lessee's operations while improvements to the building are being made should Lessee take occupancy prior to completion of all improvements.
15. Rent shall be paid as follows:
 - Year 1 of the initial five year lease: \$586,500.00/annum to be paid in installments of \$48,875.00 due by the 10th day of each month.
 - Years 2 thru 5 of the initial five year lease: Rent shall be increased on an annual basis in the amount of three(3) % per year.
 - Renewal options: Rent for the first one year renewal option shall be 103 percent of the rent for the last year of the initial term. The rent for each of the remaining one year options shall be 103 percent of that for the previous option year.

EXHIBIT A

WORK LETTER

Lessor and Lessee do hereby agree that the following additional provisions contained in this Work Letter are made a part of, and incorporated in, the foregoing and annexed Deed of Lease dated August ____, 2001, demising certain property (land and improvements) in Leesburg, Virginia, (the "Lease"). The provisions of this Work Letter shall prevail and control in any instances where the same conflict with the provisions of the Lease. Words and phrases contained in this Work Letter have the same meanings as are defined in the Lease.

Lessor, at Lessor's sole expense, except as otherwise herein provided, covenants and agrees to build and construct a new three-story building of the size and in the location stated in the Lease for lease to the County of Loudoun and to do all the following construction improvement herein specified, so as to build, improve and fit the demised premises for occupancy by the Lessee:

1. All work as specified in the Lease (including all exhibits and attachments thereto) and in this Work Letter (including all exhibits and attachments hereto). Such work shall include construction of the entire parking lot, pavement, striping and general landscaping as planned for the site, and proper hook-up to municipal water and sewer.
2. The space and premises to be occupied by Lessee shall be suitable for use as County of Loudoun Offices. All construction and other work shall be done and performed by Lessor or Lessor's contractors at Lessor's sole expense. Lessors construction responsibilities include all required work as specified above.
3. Lessor shall prepare plans and specifications consistent with all of the requirements of the Lease and this Work Letter, including all exhibits and attachments thereto and hereto, and submit same for review and approval by Lessee prior to the commencement of construction. Lessor shall also specify the location of all improvements and the boundaries of the land to be included within

the demised premises. The Lessor will furnish to the Lessee a copy of the: (1.) Floor Plan, (2.) Elevations, (3.) Site Plan, (4.) Interior Color Boards with Alternate, (5.) Exterior Color Board and (6.) Wall Section, (7.) Exterior lighting and Electrical Floor Plan, (8.) Cabinet Details, and Landscaping Plan for Lessee's approval, and by signing these exhibits the Lessee and Lessor acknowledge that the exhibits are part of the contract and will be used in the construction of the premises. Should there be a conflict in the above exhibits the **County of Loudoun** will decide the most stringent requirements and the Lessor will adhere to that decision.

4. It is understood and agreed that Lessor shall undertake and use its best efforts to complete the construction and other work herein specified to prepare Lessee's demised premises for occupancy in a good and workmanlike manner, using new and good quality materials as soon as practicable but no later than 240 days after the approval of the site plan by the County. In the event Lessee finds (1) that all such construction and other work herein required has not been substantially and satisfactorily completed and the demised premises are not ready for occupancy and use by such date, or (2) that the construction and other work to the demised premises is not in compliance with the requirements specified in the Lease and this Work Letter, or (3) that such construction and other work has not been performed in a good and workmanlike manner or has been done with used or poor quality or shoddy materials, or (4) that all required building inspections and approvals applicable to such construction and other work have not been properly obtained from local and/or state building inspectors, or (5) that such construction and other work is not in compliance with all applicable building codes, then, in any such event, Lessee may refuse to accept the premises. The lease term shall not commence, and no rent shall accrue hereunder, until Lessee has formally accepted the premises following such construction, testing and other work, which shall be evidenced by a written letter from Lessee. All forms and types of deficiencies, plus any punch list items noted by Lessee after inspection, shall be specified by Lessee-in writing to Lessor. Lessor agrees to promptly correct all deficiencies and punch list items, and Lessee shall not be obligated to accept the premises until the same are satisfactorily corrected or remedied. Lessee shall have no obligation to occupy the premises until formal

acceptance thereof. Lessee agrees to give such formal acceptance (by written letter), without delay, upon the demised premises substantial and satisfactory completion of such construction, testing and other work, and the correction of any deficiencies or punch list items noted as above.

5. Subject to the foregoing provisions, upon the construction, testing and other work being satisfactorily completed and accepted by Lessee, and provided the local building inspector or building authority has issued certificates of occupancy and other required approvals, Lessee will take possession and occupy the premises. Provided, however, that in no event shall Lessee be obligated to take possession prior to March 1, 2002.. Lessor agrees to provide Lessee with seven days advance notice of substantial completion of such work and the availability of the demised premises for occupancy (which shall be in addition to the obligation to keep Lessee generally advised of work progress).

Thereafter, Lessee shall be afforded an opportunity for a walk-through inspection to determine if there are deficiencies as outlined hereinabove. In the event the construction and other work on the demised premises herein is completed and accepted by Lessee in advance of March 1, 2002, or following such date (in the event of late completion), rent under this lease shall commence effective as of written acceptance, and Lessee will occupy such premises thereafter. In the event of advance completion or late completion, the parties hereto agree that the lease term shall commence on the date of acceptance if such date is the first of a calendar month, and if not, the term shall commence on the first day of the calendar month next following such acceptance of the premises by Lessee, in which event rent shall be prorated for any fractional portion of the month following acceptance based on the regular monthly rent for the first year of the lease term hereunder, and paid together with the first regular monthly rent payment.

Notwithstanding a modification of the commencement date, the termination date shall not be changed except by agreement of the parties. Lessor and Lessee agree that they will jointly execute a written Certificate of Lease Commencement which will evidence the correct commencement and termination dates of the lease term hereunder, in the manner-specified above, as well as other dates or time periods specified in this Lease.

EXHIBIT B

NON-DISTURBANCE AGREEMENT

The undersigned, the noteholder secured by Deed of Trust upon the demised premises, recorded in Deed Book _____ Page _____ in the Clerks Office of the Court of _____, Virginia, for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, executes this Non-Disturbance Agreement for the benefit of Lessee, the County of Loudoun.

The undersigned hereby expressly agrees that as long as Lessee or its lawful successors or assigns shall continue to pay the rent as provided for in this lease agreement and otherwise comply with the terms and provisions thereof, neither the undersigned nor its successors or assigns shall disturb the Lessee or its lawful assigns in its quiet possession of the demised premises during the term of this lease or any option or renewal term thereof.

The undersigned further agrees that the lien of its Deed of Trust shall not cover any of Lessee's fixtures, alterations or improvements which Lessee, under the terms of this lease, is permitted to remove from the premises.

(Noteholder)

By:

Title:

COMMONWEALTH OF VIRGINIA

COUNTY OF _____, to wit:

The foregoing Non-Disturbance Agreement was acknowledged before me by
on the _____ day of _____, 20____, in the jurisdiction aforesaid.

My commission expires:

Notary Public

EXHIBIT C

Voice/Data Wiring and Cabling Specifications

WIRING AND CABLING (GENERAL)

The Contractor shall provide and install a new voice and data telecommunications cabling system in space that has been previously occupied or in new construction.

Contractor shall provide full test documentation in hard-copy format. Contractor shall certify that all four pair of each 4- pair cable meets **Category 5** standards as outlined in EIA/TIA-568A and JEIA/TIA TSB67.

Contractor shall provide documentation with all cable assignments, cable pair terminations and locations.

Dedicated electrical outlets (110-120) shall be provided for telephone and data systems.

AC surge protectors shall be installed on electrical outlets providing electrical power to the EKTS and all other AC-powered equipment and/or outlets provide for use by Lessee in the **Telecommunication Equipment Room (TER)** provided by the Contractor.

VOICE CABLING

All cable and related equipment installed shall conform to all local, state and federal regulatory codes.

Voice cabling shall consist of EIA/TIA **Category 5** compliant four (4)- pair unshielded twisted pair cable rated for use in an air- return plenum.

All voice communications horizontal cables shall be home run from the designated information outlet to the Main Distribution Frame (MDF) in the **TER**. Lessor will provide one cable to each **staff** position and up to 10 additional cables (location of the additional cable(s) to be identified after selection of space is made).

At all workstation information outlets, voice cables shall be terminated on EIA/TIA **Category 5** six-(6) conductor (RJ-45) modular jacks mounted in multi-port faceplates. Voice and data jacks shall be co-located in shared multi-port faceplates as illustrated on the cabling chart shown in the following section entitled "**JACK DISTRIBUTION COUNT FOR TELEPHONE/DATA**".

Voice cables shall be terminated on, at minimum, **Category 5** compliant 110 type cross connection hardware, wall mounted on a code approved fire retardant backboard provided and installed by the Contractor in the *TER*.

Voice cables shall be terminated on the jacks in workstation information outlets and 110 cross connection hardware in accordance with EIA/TIA 568A pin configuration.

One (1) four (4) twisted pair EIA/TIA **Category 5** horizontal cable and an associated six-(6) conductor (RJ-45) jack shall be installed as a "Power Failure Outlet." Cables shall be "bridged" or installed "in-line" with one (1) of the lines connected to the EKTS to provide voice communications during a loss of electrical power or complete failure of the EKTS. The jack shall be clearly labeled "Power Failure Outlet."

Two (2) four (4) twisted pair EIA/TIA **Category 5** horizontal cable shall be installed to support two (2) facsimile machines. The cable shall be terminated on a six-(6) conductor (RJ-45) jack.

Voice distribution frames shall be 110 type, cross connection hardware, wall mounted on plywood backboards. The cross connection hardware shall be installed in distinct fields to establish separate voice and data MDF's for the voice and data cabling systems.

Cross connection hardware and cables installed in the telecommunications equipment room shall be labeled in a manner that will allow the source, destination, and purpose of all cables terminated in the building identified. The components in the data MDF's shall be documented with colored labels, tags, etc. so as to be easily distinguished from the voice cable components.

DATA CABLING

Data cabling shall be "home run" from the *TER* to the designated workstation information outlet. LESSOR will provide two cables to each office, two cables to each **staff** position and up to 10 additional cables (location of the additional cables to be identified after selection of space is made).

At all workstation information outlets, data cables shall be terminated on EIA/TIA-568A compliant six (6) conductor (Ri45) modular jacks mounted in multi-port faceplates: Voice and data jacks shall be co-located in shared multi-port faceplates as illustrated on the horizontal cabling distribution chart-shown in the following section entitled "**Jack Distribution Count for Telephones/Data.**"

Data cables shall be terminated on the jacks in workstation information outlets and 110 cross connection hardware in accordance with EIA/TIA 568A pin configuration.

Data communications cables will be terminated on **Category 5** compliant patch panels for data. Patch panels must be labeled with cable identifier. Patch panels shall be 19-inch wall-mounted racks. Cross connections for data communication shall be accomplished with 24AWG **Category 5** compliant patch panel cards. Contractor shall provide and install **Category 5** compliant patch cords.

JACK DISTRIBUTION COUNT FOR TELEPHONE/DATA

1 VOICE JACK xx	1 DATA JACK xx	1 DATA JACK xx
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The horizontal wiring installed for data shall consist of plenum-rated 24 AWG unshielded twisted pair, 8 conductor (4 pair) wiring minimally rated as **Category 5** as defined in EIA/TIA TSB40, and terminated on EIA/TIA-568A **Category 5** jacks.

All horizontal wires/cables shall be labeled, at both ends, with a unique numeric or alphanumeric identifier in a manner that will enable both vendor and agency service personnel to readily identify the telecommunications outlet to which the horizontal wire/cable is connected (i.e., room number/jack number/drop number).

